

ENROLLED ORDINANCE 170-85

WAUKESHA COUNTY LAND CONSERVANCY PARTNERSHIP
ACQUISITION – DENNIS AND LORNA GRIMM PROPERTY

WHEREAS, the Waukesha County Development Plan, which incorporates the Waukesha County Parks and Open Space Plan, was adopted and periodically updated by the Waukesha County Board of Supervisors, and

WHEREAS, the plan identifies the property known as the 60-acre Dennis and Lorna Grimm Property located in Section 29 of the Village of Summit for preservation through acquisition by a non-profit agency, (Exhibit A), and

WHEREAS, the Natural Areas and Critical Species Habitat Sites Acquisition Partnership Funding Program was created in Enrolled Ordinance 152-101 to assist cities, towns and villages in the acquisition and preservation of designated natural and critical species habitat sites in Waukesha County and has been previously used to provide assistance to this not-for-profit conservation agency, and

WHEREAS, the Waukesha County Land Conservancy, Inc., a non-profit conservation organization, has requested Waukesha County's assistance to acquire the above-mentioned property, and

WHEREAS, the selling price of the property is \$150,000, and

WHEREAS, there are \$6950 in associated land acquisition costs, and

WHEREAS, the Waukesha County Land Conservancy, Inc. has requested the County contribute \$37,500 of the total acquisition cost with the Waukesha County Land Conservancy, Inc. providing \$40,975 and the State of Wisconsin \$78,475, and

WHEREAS, the Waukesha County Land Conservancy, Inc. has agreed to execute the Buyout Option with Waukesha County, (Exhibit B), and

WHEREAS, the Waukesha County Land Conservancy, Inc. will be responsible for the maintenance of the site, and

WHEREAS, the Walter J. Tarmann Parkland Acquisition Fund was created in Enrolled Ordinance 150-28 for the purpose of acquiring park and open space lands consistent with the Waukesha County Board Adopted Park and Open Space Plan.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Waukesha County Department of Parks and Land Use is authorized to make a land acquisition grant to the Waukesha County Land Conservancy, Inc. in an amount not to exceed \$37,500 using available funds from the 2016 Walter J. Tarmann Acquisition Fund Budget for the acquisition of the Dennis and Lorna Grimm property described in Exhibit A for land preservation purposes.

BE IT FURTHER ORDAINED that the Buyout Option between Waukesha County Land Conservancy, Inc. and Waukesha County is hereby approved.

BE IT FURTHER ORDAINED that the Waukesha County Clerk and the Waukesha County Executive are authorized to execute the Buyout Option.

REVISED FISCAL NOTE

WAUKESHA COUNTY LAND CONSERVANCY, INC. PARTNERSHIP ACQUISITION – DENNIS AND LORNA GRIMM PROPERTY

This ordinance authorizes the County Parks and Land Use Department to provide a grant to the Waukesha County Land Conservancy of \$37,500 from the Walter J. Tarmann Parkland Acquisition Fund. This grant provides a portion (25%) of the \$150,000 purchase price necessary for the Conservancy to acquire approximately 60 acres in the Village of Summit. The remaining costs will be funded with \$37,500 from the Conservancy, and a financial contribution from the State of Wisconsin Department of Natural Resources (DNR) of \$75,000. Department management indicate that the county’s contribution is not eligible for DNR Stewardship Grant reimbursement (typically for approximately 50% of the estimated land value). Rather, the Stewardship Reimbursement is included in a portion of the State’s contribution, above.

According to Department Management, the County incurs no acquisition transaction costs (e.g., appraisals) directly. These costs of \$6,950 are shared equally by the Conservancy and the State.

Grimm Property Acquisition	% of Purchase Price	Purchase Price	Land Acquisition Costs	Total Cost
State of WI DNR	50%	\$75,000	\$3,475	\$78,475
Wauk. County Land Conservancy	25%	\$37,500	\$3,475	\$40,975
Waukesha County	25%	\$37,500	\$0	\$37,500
Total	100%	\$150,000	\$6,950	\$156,950

This ordinance also authorizes a Buyout Option that allows the County to purchase the 60-acre parcel in the future if the Land Conservancy seeks to sell the property. The buyout price of \$40,975 would include the Conservancy’s original contribution of \$37,500 and the Conservancy’s share of land acquisition transaction costs of \$3,475, mentioned above.

There currently is available expenditure appropriation authority in the 2016 Tarmann Fund expenditure budget to fund this purchase, resulting in no change to the 2016 expenditure budget. The Waukesha County Land Conservancy will be responsible for the maintenance of the site.

There is no direct tax levy impact.

Linda Witkowski

 Linda G. Witkowski
 Budget Manager
 2/2/2016

REVISED FISCAL NOTE

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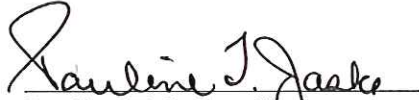
There is no direct tax levy impact.

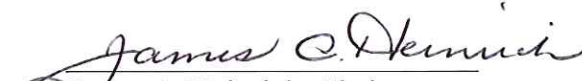
Linda Witkowski
 Linda G. Witkowski
 Budget Manager
 2/2/2016

WAUKESHA COUNTY LAND CONSERVANCY PARTNERSHIP
ACQUISITION - DENNIS AND LORNA GRIMM PROPERTY

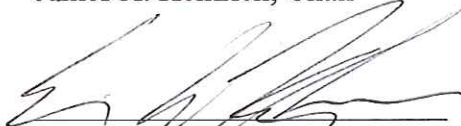
Presented by: Land Use, Parks and
Environment Committee


Approved by:
Finance Committee



Pauline T. Jaske, Chair



James A. Heinrich, Chair



Jim Batzko



Eric Highum


Jennifer Grant


Richard Morris

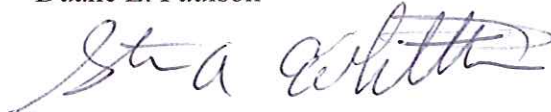

Keith Hammitt


Larry Nelson

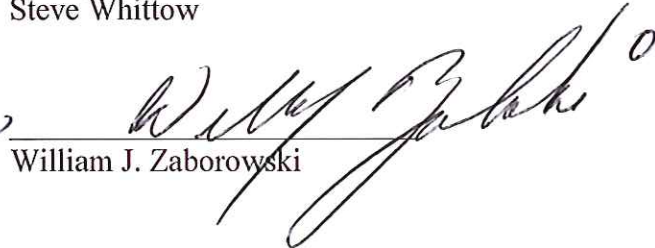

Eric Highum


Duane E. Paulson


William Mitchell


Steve Whittow


Thomas J. Schellinger


William J. Zaborowski

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 2/23/16, 
Kathleen Novack, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

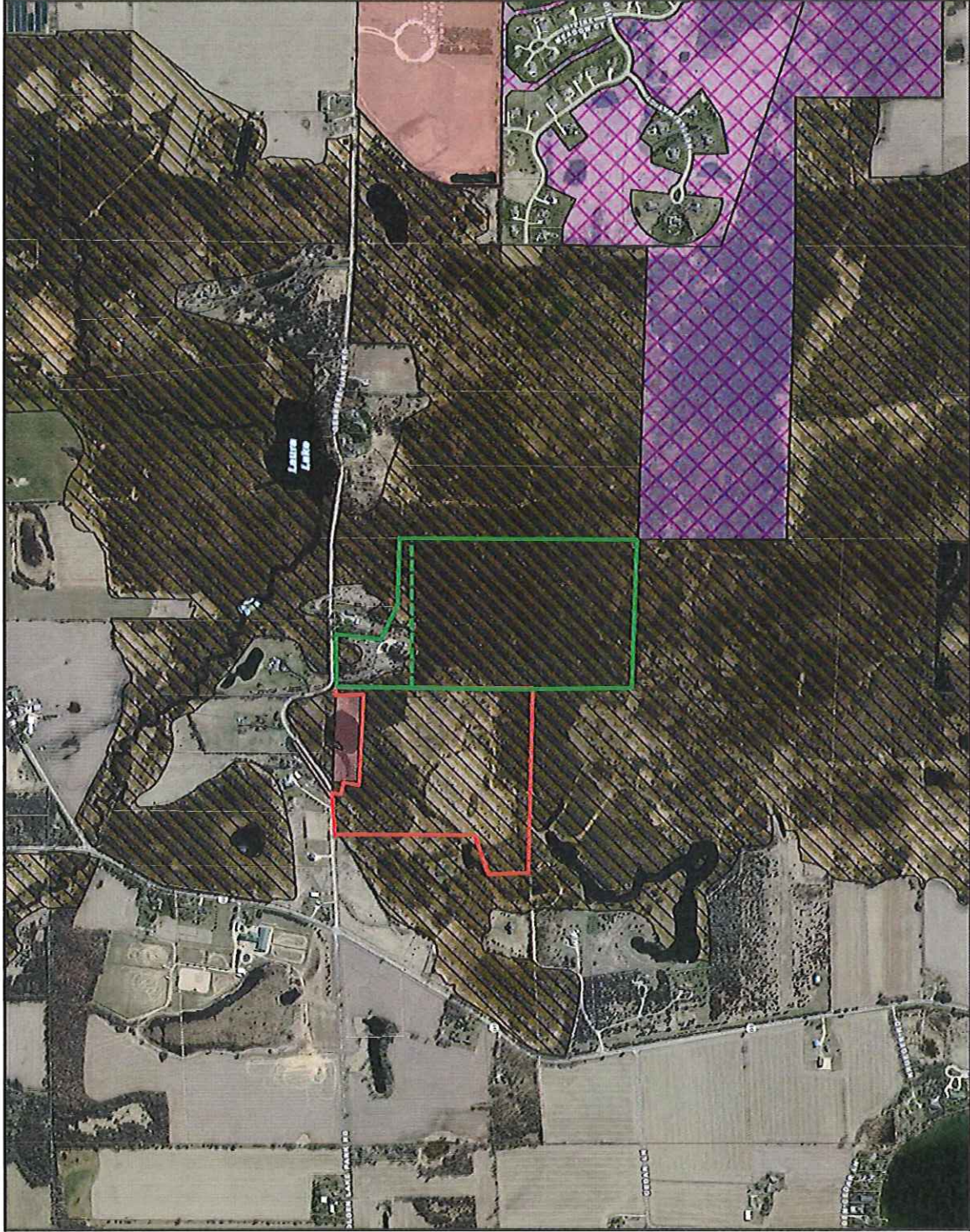
Approved: X
Vetoed: _____

Date: 2/23/2016, 
Paul Farrow, County Executive



LAND INFORMATION SYSTEMS DIVISION

Exhibit A - Dennis and Lorna Grimm



Legend

Parcels	
Yellow	City
Red	State
Blue	Town
Orange	Village
Current Land Ownership	
Light Green	City
Light Blue	County Greenway
Light Purple	County Parks
Light Yellow	Non-Profit Agency
Light Green with diagonal lines	Private - Not Open to the Pub
Light Blue with diagonal lines	Private - Open to the Public
Light Purple with diagonal lines	Private School
Light Yellow with diagonal lines	Public School
Light Green with diagonal lines	State
Light Blue with diagonal lines	Town
Light Orange with diagonal lines	Village
Proposed Land Ownership	
Light Green with diagonal lines	City
Light Blue with diagonal lines	County Greenway
Light Purple with diagonal lines	County Parks
Light Yellow with diagonal lines	Non-Profit Agency
Light Green with diagonal lines	State
Light Blue with diagonal lines	Town
Light Orange with diagonal lines	Village
Plats	
Black dashed line	Assessor Plat
Black solid line	CSM
Yellow dashed line	Condo Plat
Orange dashed line	Subdivision Plat

0 1,374.01 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes: Dennis and Lorna Grimm

Printed: 1/21/2016



EXHIBIT B

BUYOUT OPTION

With the written approval of the Wisconsin Department of Natural Resources, (hereinafter "Department"), the undersigned Ellen Gennrich as President for the Waukesha County Land Conservancy, Inc. a non-profit organization, (hereinafter "Grantor"), does hereby grant to Waukesha County, a political subdivision of the State of Wisconsin, (hereinafter "County"), this _ day of March 2016, an option to purchase Grantor's "Property" being approximately 60 acres in the Village of Summit as further described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Grantor and County wish to address the disposition of said property,

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and County do hereby agree to the Buyout Option upon the terms and conditions as set forth below.

If Grantor, with prior written approval from the Department, intends to sell, transfer, convey or enters into a bona fide offer to purchase for the sale of the property, or any part thereof; or agrees to the lease, exchange, dedication or other transfer, (hereinafter "Offer"), then Grantor shall give the County written notice of such, including a copy of said Offer setting forth the material terms and conditions.

Upon receipt of the above notice, the County shall have 60 days to exercise its Buyout Option. If the County elects to exercise the Buyout, it shall give written notice to the Grantor of its intention to close upon the terms and conditions as set forth below. Further, closing shall be 90 days from receipt of Grantor's notice.

The purchase price shall be Forty Thousand Nine Hundred Seventy Five and 00/100 Dollars (\$40,975.00). Closing shall be held at the Waukesha County Administration Center.

Grantor states that this is a conveyance at an agreed price and that Wis. Stats. Chap. 32 is not applicable to this property.

Grantor shall obtain an ALTA owner's policy in the amount of the purchase price, together with GAP coverage, at Grantor's expense, by a title insurer licensed in Wisconsin. Grantor shall provide title commitment to County, by actual delivery, within 10 days of Grantor's notice of Offer/intent to sell. If Grantor fails to comply with this provision, the closing date may be delayed, at County's sole discretion, by the same number of days the title commitment is late. The Property shall remain subject to the terms, conditions and requirements of the recorded Stewardship Grant and Management Contract in perpetuity. Prior to the conveyance of the Property by the Grantor to the County, the Grantor, the County and the Department shall execute an Assignment of Stewardship Grant and Management Contract that shall be recorded against the Property.

Upon payment of the purchase price, Grantor shall convey the Property by warranty deed, free and clear of all liens and encumbrances, except the recorded Stewardship Grant and Management Contract, the recorded Assignment of Stewardship Grant and Management Contract to Waukesha County, municipal and zoning ordinances, recorded easements for the distribution of utility and municipal services and general taxes levied in the year of closing, (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Notwithstanding the foregoing, the County

shall only use the Property for its original conservation purposes. The County's further sale of the property for other than open space preservation, or other like conservation purposes shall be prohibited.

This Buyout Option is contingent upon obtaining the written approval of the Department, Waukesha County Executive and Waukesha County Board of Supervisors for the purchase of the Property, contained in Exhibit "A", prior to closing.

Grantor shall notify County, in writing, of any condition affecting the Property or defect not previously disclosed through the closing of this transaction. Grantor shall cure said defect(s) by closing, or County may, at County's option declare this Offer null and void. Said defects to include any and all waste or debris, including but not limited to abandoned vehicles, machinery, scrap metal, cylinders, drums, tires and all other materials not occurring naturally on the Property.

The County may obtain, at its expense, written environmental assessments (phase I and/or phase II) of the Property from independent environmental consultants of County's choice confirming that (i) the Property complies with all Environmental Laws; (ii) there are no liabilities (contingent or otherwise) affecting the Property arising under any Environmental Laws; (iii) there are no underground or above ground storage tanks, associated pipes or equipment located on or at the Property; and (iv) there are no Hazardous Substances on, under, at, in or migrating to or from the Property. If the assessment(s) reveal any condition that demonstrates a violation of applicable environmental laws, triggers reporting responsibilities, or other condition affecting the property in County's sole discretion, County may declare this option null and void.

The term "Environmental Laws" shall mean all federal, state and local laws including statutes, rules, regulations, common law doctrines and remedies and other governmental restrictions, codes, standards and requirements relating to the disposal, release, emission, dispersal, spilling, leaking, burial, migration, seeping, movement or discharge of air pollutants, chemicals, gases, vapors, waste pollutants, groundwater, effluents, storm water or surface water runoff, process wastewater, solid wastes or hazardous waste or otherwise relating to the protection of the environment. The term "Hazardous Substances" shall mean all hazardous or toxic substances, fumes, smoke, soot, acids, alkalis, chemicals, liquids, gases, vapors, fill, soils, wastes and materials; any pollutants, particulate matter, effluents or contaminants (including, without limitation, petroleum products, asbestos and raw materials which include hazardous or toxic constituents); and any other similar substances or materials which are regulated under Environmental Laws.

If the County fails or elects not to exercise its Buyout Option hereunder, and the Grantor, with the prior written approval of the Department, sells the Property, or portion thereof, to a party, then, in such instance, the County's Buyout Option shall terminate as to that portion of the Property so transferred. If the Buyout is not exercised, and the Grantor fails to close within 90 days of the time set to close upon the terms and conditions as set forth in the Offer, the County's Buyout Option shall be reinstated and be applicable to any subsequent offer.

The rights granted herein may not be assigned by the County without the written consent of the Grantor and the Department. The covenants and agreements contained herein shall bind and benefit the parties and their respective successors and, to the extent allowed, their assigns. This document represents the entire agreement of the parties and may not be modified except, in writing, signed by all parties. This document may be recorded.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the following authorized signatories.

County of Waukesha:

Grantor:

By: _____
Paul F. Farrow
County Executive

By: _____
Ellen Gennrich, President
Waukesha County Land Conservancy, Inc.

By: _____
Kathleen O. Novack
County Clerk

Subscribed and sworn to before me
this ____ day of _____, 2016.

Subscribed and sworn to before me
this ____ day of _____, 2016.

by _____
Notary Public, State of Wisconsin
My Commission _____

by _____
Notary Public, State of Wisconsin
My Commission _____

State of Wisconsin
Wisconsin Department of Natural Resources

By _____
Mark D. Aquino, Director
Bureau of Community Financial Assistance

Subscribed and sworn to before me
this ____ day of _____, 2016

by _____
Notary Public, State of Wisconsin
My Commission _____

This document was drafted by and return to:
Duane Grimm
Park System Division Manager
Waukesha County Department of Parks and Land Use
515 W. Moreland Blvd., AC230
Waukesha, WI 53188-3878

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-02/23/16

(ORD) NUMBER-1700088

- 1 R. KOLB.....AYE
- 3 R. MORRIS.....AYE
- 5 J. BRANDTJEN.....NAY
- 7 J. GRANT.....NAY
- 9 J. HEINRICH.....AYE
- 11 C. HOWARD.....AYE
- 13 P. DECKER.....AYE
- 15 B. MITCHELL.....AYE
- 17 D. PAULSON.....AYE
- 19 K. CUMMINGS.....AYE
- 21 W. ZABOROWSKI.....AYE
- 23 K. HAMMITT.....AYE
- 25 G. YERKE.....AYE

- 2 D. Zimmermann.....AYE
- 4 J. BATZKO.....AYE
- 6 J. WALZ.....AYE
- 8 E. HIGHUM.....AYE
- 10 D. SWAN.....AYE
- 12 P. WOLFF.....AYE
- 14 C. PETTIS.....AYE
- 16 M. CROWLEY.....AYE
- 18 L. NELSON.....AYE
- 20 T. SCHELLINGER....AYE
- 22 P. JASKE.....AYE
- 24 S. WHITTOW.....AYE

TOTAL AYES-23

TOTAL NAYS-02

CARRIED ~~_____~~

DEFEATED _____

UNANIMOUS _____

TOTAL VOTES-25